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TOW SERVICE AGREEMENT

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TOW SERVICE AGREEMENT

This Tow Service Agreement (as defined in Attachment A) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the California Highway Patrol (CHP). Participation in the CHP Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of the Tow Service Agreement is mandatory for tow companies participating in the CHP Rotation Tow Program. An operator (as defined in Attachment A), by agreeing to participate in the program, does not establish a contractual relationship with the CHP and is not acting as an agent for the CHP or the State of California when performing services under the Agreement. For clarification purposes, definitions are contained in Attachment A. Attachment B contains a summarized listing of California Vehicle Code (CVC) and Civil Code laws applicable to all tow companies in the State of California. Attachment C contains a listing of tow truck (as defined in Attachment A) equipment specifications and equipment use requirements applicable to all CHP rotation tow operators. Attachment D contains instructions for completing required application forms.

1. TOW DISTRICTS

- A. The CHP Area commander (as defined in Attachment A) shall establish tow districts (as defined in Attachment A) for each class of tow truck to facilitate the distribution of calls and meet the needs of the CHP with regards to response time (as defined in Attachment A) and availability of tow services. Within each tow district, the Area commander shall determine the maximum response time, enrollment period (as defined in Attachment A), reasonable rates, minimum number of trucks and any applicable waiver of requirements (as defined in Attachment A).
 - 1) Waiver of requirements shall be in effect no longer than six months following the application by, and acceptance of, an operator who meets all requirements of the agreement. Upon expiration of the six-month period, Agreements with operators who fail to meet the minimum requirements of the Agreement shall be terminated.
 - 2) A waiver will not be granted for requirements based upon law or safety considerations.

2. ROTATION LISTS

- A. Within each tow district, the CHP shall maintain separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls. Nothing in this agreement shall prohibit an Area commander or supervisor from requesting a specific tow company when, in the Area commander's or supervisor's opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list.
 - 1) In such an instance, the tow company selected would be the next tow company on the list which has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow list and remain there until it rotates back into its original position. Tow companies on the same list that were by-passed would remain in the same order until their selection for a rotation tow for which they are qualified.
- B. Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.
 - 1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations (as defined in Attachment A) require a larger class of tow truck.
- C. A call to an operator shall constitute one turn on the list and the operator shall be moved to the bottom of the list. This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time. If it is determined that the operator is not needed and is canceled by the CHP, up to and including arrival at the scene, there shall be no charges and the operator will be placed back at the top of the list.
 - 1) If the operator is canceled by the vehicle's owner or agent prior to the operator taking possession (as defined in Attachment A) of the vehicle, there shall be no charges for towing. The operator shall immediately contact the CHP and advise them of the cancellation. The operator will then be placed back at the top of the list.

- 2) If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the operator may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
 - a) The operator shall not attempt to take possession of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- D. Area commanders may establish local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.
- E. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the CHP Incident Commander (as defined in Attachment A).
- F. The CHP Incident Commander may direct a CHP rotation tow operator to move vehicles to help clear a roadway or for lifesaving operations. Operators shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.
- G. An operator shall have a business office and storage facility located within the district he/she serves, unless this requirement is excused by an Area commander. Refer to Attachment A for the definition of a CHP Rotation Tow Business.
 - 1) The Area commander may establish a maximum radius for the location of a business office from which an operator may provide service for a tow district.
 - 2) An operator shall provide service in only one Area (as defined in Attachment A) command unless waived by both adjacent Area commanders, and with concurrence of the Division commander (as defined in Attachment A).
 - 3) A secondary storage facility does not qualify an operator for an additional tow district unless this requirement is excused by the Area commander based upon a specific need.

H. Operators applying for a rotation tow listing shall have a minimum of three (3) years verifiable for-hire-towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a CHP rotation tow listing.

1) Ownership status will be investigated and determined by the CHP.

3. TOW TRUCK CLASSIFICATIONS

A. An operator shall equip and maintain tow trucks covered under this agreement (Attachments B and C) in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the specifications contained in this Agreement, and consistent with industry standards and practices.

1) Notwithstanding Section 615 VC, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. Class D tow trucks used exclusively for salvage and recovery operations are not required to possess underlift capabilities. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for rotation tow lists.

2) An operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck may be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen front axle weight on the front axle when in tow.

C. There will be four classes of tow trucks covered under this Agreement:

1) **Class A - Light Duty**

a) An operator shall maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 10,000 pounds. Class A equipment specifications can be found in Attachment C of this Agreement.

(1) The Area commander may require more than one tow truck in areas where rapid response for congestion relief is required.

- (2) The Area commander may require that one of the additional required tow trucks be a car carrier in areas where rapid response for congestion relief is required or where the need exists based upon the type of vehicles towed.
- (3) A “trailer for hire” shall not be approved for listing as a Class A tow truck.
- (4) Tow companies whose equipment had previously been approved and continuously used on rotation for the CHP and owned by the same operator, but do not have wheel lift capabilities, may apply for and receive a Class A rotation tow listing.

2) **Class B - Medium Duty**

- a) An operator shall maintain a minimum of one tow truck with a GVWR of at least 19,501 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. Class B equipment specifications can be found in Attachment C of this Agreement.
- b) The Area commander may require more than one tow truck in areas where rapid response for congestion relief is required.
- c) Tow companies whose equipment had previously been approved and continuously used on rotation for the CHP and owned by the same operator, but do not have wheel lift capabilities, air brakes, and/or a tractor protection valve or device, may apply for and receive a Class B rotation tow listing if the tow truck is capable of supplying continuous air to the towed vehicle from its engine mounted air compressor and is equipped with an air gauge.
- d) Class B tow trucks that are not equipped with portable tow dollies 24 hours a day, 7 days a week, will not be allowed to operate on a Class A rotation tow list.

3) **Class C Heavy Duty**

- a) An operator shall maintain at least one three-axle tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining

continuous air to the towed vehicle. Class C equipment specifications can be found in Attachment C of this Agreement.

- b) Tow companies whose equipment had previously been approved and continuously used on rotation for the CHP and owned by the same operator, but do not have under lift capabilities and/or three-axles, may apply for and receive a Class C rotation tow listing.
- c) The Area commander may require more than one tow truck in areas where rapid response for congestion relief is required.

4) **Class D - Super Heavy Duty**

- a) An operator shall maintain at least one three-axle tow truck with a GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. Class D equipment specifications can be found in Attachment C of this Agreement.
- b) This class of tow truck should be used exclusively for salvage and recovery operations.
- c) The Area commander may require more than one tow truck in areas where rapid response for congestion relief is required.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment C of this Agreement.

4. TOW TRUCK DRIVERS

- A. The operator shall ensure that tow truck drivers responding to calls initiated by the CHP are qualified and competent employees of the operator's company. The operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through CHP rotation. Tow truck drivers shall be at least 18 years old and possess the following minimum class driver license:
 - 1) Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

- 2) Class B tow truck - A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to Section 34500 CVC.
 - 3) Class C tow truck - A valid Class A license with valid medical certificate.
 - 4) Class D tow truck - A valid Class A license with valid medical certificate.
- B. The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargoes (refer to Attachment B).
- C. The operator shall maintain a current list of drivers.
- 1) The operator shall provide a current list of drivers to the CHP upon implementation of this Agreement. The operator shall notify the CHP upon any change in driver status, including the addition of any new drivers, or the deletion of any drivers. An updated list shall be provided to the CHP within seven calendar days of any change in driver status.
 - 2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (CHP 234F). If drivers refuse to complete and sign the form, they shall not be permitted to respond to rotation calls.
 - 3) Operators, shall as a minimum, maintain the following information for each employee:
 - a) Full name.
 - b) Date of birth.
 - c) California driver license number.
 - d) Copy of valid medical certificate (if required).
 - e) Job title/description.
 - f) Current home address.
 - g) Current home phone number.
 - h) Types of trucks the driver is trained and instructed to operate.
- D. All tow truck drivers and owner/operators shall be enrolled in the Pull Notice Program.

- 1) Upon the addition of new drivers, an operator will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program.
- 2) Pull Notices shall be kept on file, signed, and dated by the operator.
- 3) Area commanders may require an operator to provide copies of Pull Notice Reports to the Area.

5. RATES

A. Fees charged for response to calls originating from the CHP shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

- 1) The operator shall submit the retail hourly rate to the Area commander. The Area commander shall determine the validity and reasonableness of the submitted rates.
 - a) Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of an operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. An operator who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from CHP rotation tow listing until the next enrollment period.
 - b) Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to resubmit rates only once.
- 2) In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the CHP. When an operator lowers the retail rate, that retail rate becomes the new approved CHP rate. Operators may only raise rates for CHP calls during enrollment periods or upon approval after a midterm review. Operators may raise rates for non-CHP calls at anytime. Rates for CHP calls shall remain at the lowest retail rate until the next enrollment period.
- 3) Any operator who charges rates above the operator's retail hourly rates or submitted rates for a CHP call shall be in violation of the Agreement and subject to disciplinary action.

- B. The rate for towing shall be computed from portal to portal (as defined in Attachment A). Time expended shall be charged at a rate not to exceed the hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than one minute increments. There shall be no additional charges for mileage, labor, etc.
- 1) The operator may charge up to a thirty-minute minimum per call for base services (as defined in Attachment A).
 - 2) The operator may charge up to a one-hour minimum per call on public safety response calls (as defined in Attachment A).
 - 3) The operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for a service call (out of gas, lockouts, tire changes, etc.) shall be from portal to end of service, and may be at the hourly rate with up to a thirty-minute minimum. Charges in excess of thirty minutes may be charged in no more than one-minute increments.
- D. **Fees for Special Operations.**
- 1) For special operations involving Class B, C, and D tow trucks, the operator shall submit the proposed fees for vehicle recovery operations and load salvage operations (as defined in Attachment A) to the Area commander. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of thirty minutes may be charged in no more than one-minute increments.
 - a) Hourly rates shall be established for the following:
 - (1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - (2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, front loaders, etc.
 - (3) Contract labor.
 - b) The Area commander shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.

- 2) Operators shall submit a mark up rate (percentage of the cost to the operator) for retail equipment and specialized labor not otherwise listed on the application.
 - 3) If an operator performs a service for which a required rate was not submitted to, and approved by, the CHP, the operator shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the operator may only charge for the actual rate paid for the labor.
- E. The total fees charged for after hours release shall be no more than one-half the hourly rate, and shall only be allowed outside posted business hours, after 6 p.m. on business days, weekends and holidays.
- F. **Storage Fees.**
- 1) The operator shall submit proposed storage fees for inside and outside storage to the Area commander. The Area commander shall determine the validity and reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.
 - 2) The operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
 - 3) Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.
- G. This element (Element 5, Rates) of the Agreement shall not apply if the operator responds to a CHP call in a location where towing rates for all tow companies are established by a city or county ordinance.
- H. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the persons for whom the tow services were provided, their agent, or any CHP officer at the scene.
- I. Rate requirements represent the maximums an operator may charge on a CHP call. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge when an operator would not normally charge for such service.
- 1) No operator or employee shall refer to any rate as the minimum required or set by the CHP.

6. COLLUSION

- A. An operator and/or applicant shall not conspire, or attempt to conspire, or commit any other act of collusion, with any other operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the CHP, the motoring public, or other operators.
 - 1) Examples of “collusion” include, but are not limited to: conspiracy by any tow operators to establish artificially high or low rates for services performed pursuant to the Agreement, conspiracy or attempt to circumvent the midterm review process, etc.
- B. A finding by the CHP that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the CHP rotation tow list for the current term, plus three years.
 - 1) The operator or applicant shall be disqualified from participation on the CHP rotation tow lists in all CHP Areas.

7. RESPONSE TO CALLS

- A. The operator shall respond to CHP calls 24 hours a day, seven days a week, within the maximum response time limits as established by the Area commander and as specified in Element 1, Tow Districts, of this Agreement. The operator shall respond with a tow truck of the class required to tow the vehicle specified by the CHP. The operator shall advise CHP dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the appropriate CHP Communications Center. The operator shall not assign initial calls to other tow operators.
 - 1) A failure to respond and/or repeated failure to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.
 - a) The Area commander may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

- b) When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, e.g., vacation, maintenance, medical leave, etc., the operator shall notify the Area command at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- B. The tow operator, or operator's employees responding to a CHP call, shall perform the towing or service required for which they were called. This requirement may be waived by the CHP Incident Commander if the requested equipment is inadequate for the service to be performed.
 - 1) Any refusal to respond or to perform the required towing or service will subject the operator to suspension, if deemed appropriate by the CHP.
- C. An operator shall not respond to a CHP call assigned to another operator unless requested to do so by the CHP.
 - 1) There may be times when the operator assigned the initial CHP call may require the assistance of an additional operator at the scene. The operator assigned the initial call may, subject to prior agreement with the Area commander and with the concurrence of the CHP Incident Commander, request a specific operator for assistance. The request shall be routed to the additional operator through the CHP.
 - 2) There may be times when an operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a CHP officer requests assistance in clearing the roadway. In such a case, the operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.
- D. Only the tow truck personnel and equipment requested shall respond to a CHP call. Additional tow truck personnel and equipment shall be at the approval of the CHP Incident Commander. This shall not preclude the operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

8. STORAGE FACILITY

- A. The operator shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- B. The operator shall obtain approval from the CHP prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle. The requirement to obtain approval from the CHP prior to the removal of property may be excused by the Area commander if it is determined that proper safeguards and procedures are utilized by the operator.
 - 1) This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
 - 2) Upon approval from the CHP, the operator shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.
 - a) There shall be no charge for the release of personal property during normal business hours. Operators may charge an after hours release fee for property released after normal business hours, consistent with the after hours vehicle release provisions.
 - b) Personal property is considered to be items which are not affixed to the vehicle.
 - (1) Personal property includes: papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
 - (2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent.
 - 3) Cargo shall be released upon demand of the carrier or pursuant to a court order.
- C. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and the place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.

- 1) Prior to the utilization of new storage facilities that were not listed on the application for rotation tow listing, the operator shall furnish the address and obtain the Area commander's approval.
 - 2) Secondary storage facilities shall be located reasonably close to the main business office.
- D. Tow operators shall maintain sufficient storage spaces.
- E. An operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- F. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays:
- New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
- G. Business hours shall be posted in plain view to the public.
- H. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.
- I. The release of vehicles shall be conducted in accordance with local CHP Area procedures.

9. INSURANCE

- A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the operator's business is located and is authorized to do business in California:
- 1) Minimum Level of Financial Responsibility (as required by Section 34631.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
 - 2) Uninsured Motorist - Legal minimum, combined single limit.

- 3) On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a) Class A tow truck\$25,000
 - b) Class B tow truck.....\$50,000
 - c) Class C tow truck.....\$100,000
 - d) Class D tow truck\$100,000
 - 4) Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 - 5) Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.
 - 6) Workers' Compensation Insurance - Legal minimum requirement.
- B. Proof of insurance shall be in the form of a certificate of insurance. Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The operator's insurance policy shall provide for not less than 30 days written notice to the CHP in the event the insurance policy is canceled or is due to expire. Additionally, the operator shall notify the CHP in advance of the expiration, or cancellation of the operator's insurance policy.
- C. Those tow truck operators removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property subject to normal minimum insurance requirements of Section 34631.5 VC.

10. INSPECTIONS

- A. The CHP shall provide for not less than one annual inspection of all tow trucks at no charge to the operator. The CHP may conduct additional inspections without notice during normal business hours. The operator shall not dispatch a tow truck (to a CHP call) that has not been inspected and approved by the CHP. The CHP shall inspect a tow truck within thirty days of a request from an operator.
- 1) Any operator who fails an inspection is entitled to only one reinspection. Failure to pass the reinspection shall be cause for the disqualification of the tow truck from use on CHP rotation. The tow truck shall be disqualified until the next enrollment period.

11. BUSINESS RECORDS

- A. The operator shall maintain records of all tow services furnished. The records will be maintained at the operator's place of business.
 - 1) Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 - 2) Records for each call shall indicate the tow truck driver's name and truck used.
- B. The operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-CHP tows.
- C. The CHP may inspect all operator records without notice during normal business hours.
- D. Operators shall permit the CHP to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
 - 1) The CHP shall provide a receipt for any (original) records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.
- F. Failure of the operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the CHP.

12. FINANCIAL INTEREST

- A. No operator or applicant shall be directly involved in the towing related business of any other operator or applicant within the same tow district. "Directly involved" shall mean anything in common between operators or applicants with regards to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.
- B. Storage facilities owned by an operator, and shared with another operator, shall only be approved if the owner/operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

- 1) Facilities shared by operators shall be physically separated and secured from each other. Area commanders may delete this requirement if deemed appropriate.
- C. The sale or transfer of the controlling interest in a company shall immediately terminate an Agreement. A new owner may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the Area's enrollment period.
- D. A terminated or suspended operator and/or the tow business owner at the time of the suspension or termination (as defined in Attachment A) shall not be eligible for a rotation listing for the duration of the suspension or termination.
 - 1) This provision applies to the operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this element is cause for suspension, if deemed appropriate by the CHP.

13. ANNUAL MEETINGS

- A. The Area commander shall conduct, at a minimum, one annual meeting to discuss issues concerning the tow rotation. All meetings shall be mandatory for the operator or operator's designee wishing to remain on rotation. The CHP shall give the operator 30 days written notice (as defined in Attachment A) of these meetings.

14. DEMEANOR AND CONDUCT

- A. While involved in CHP rotation tow operations or related business, the tow operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following:
 - 1) Rude or discourteous behavior.
 - 2) Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.
 - 3) Any act of sexual harassment or sexual impropriety.
 - 4) Unsafe driving practices.
 - 5) Exhibiting any objective symptoms of alcohol and/or drug use.

- 6) Appearing at the scene of a CHP rotation tow call with the odor of an alcoholic beverage emitting from the driver's or employee's breath.
 - a) The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the CHP.
- B. All CHP related tow service complaints received by the CHP against a tow operator or tow operator's employees will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the CHP may initiate disciplinary action as deemed appropriate. In any event, the operator will be notified of the results of any investigation.
- C. Should the filing of criminal charges be a possibility, the CHP will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.
- D. Any violation of this element is cause for suspension, if deemed appropriate by the CHP.

15. COMPLIANCE WITH LAW

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances, which include, but are not limited to, those laws which are applicable to the operator (refer to Attachment B for selected Vehicle Code and Civil Code Sections).
 - 1) In the event of a minor traffic violation by a rotation tow truck driver which is known by the CHP, the tow operator shall be advised of the violation by the CHP. The tow operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.
 - 2) Any flagrant traffic violation may be cause for immediate disciplinary action against the operator and/or the involved employees.
- B. The provisions contained in Element 15, Compliance with Law, do not preclude the CHP from taking appropriate enforcement or administrative action for any violations of law.

- C. Any conviction of the operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CHP rotation tow call, or moral turpitude shall be cause for denial of application or termination of the Agreement.
- D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CHP rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current CHP rotation tow truck drivers.
- E. An operator, or employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

16. COMPLIANCE WITH AGREEMENT

- A. The operator agrees, as a condition of inclusion on the rotation tow list, to comply with the terms and conditions of this Tow Service Agreement. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions shall be cause for written reprimand (as defined in Attachment A), suspension, or termination from the CHP rotation tow lists. Alleged violations of the Tow Service Agreement will be investigated by the CHP Area covered by the Agreement. The operator will be notified of the CHP Area's findings within 30 calendar days of the conclusion of the investigation.

17. DISCIPLINARY ACTION

- A. The Area commander shall take disciplinary action against operators for violations investigated and confirmed or sustained.
 - 1) The Area commander shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.
- B. Records of violations shall be retained by the CHP for at least 36 months.
- C. Disciplinary action taken against an operator by an Area commander should be honored by all CHP Areas being serviced by the operator in question.
- D. A violation of the equipment requirements related to safety shall be cause for immediate suspension. The period of the suspension shall be determined by the

Area commander. The suspension will remain in effect until the period of suspension is completed and the CHP has conducted an inspection and found that the operator is in compliance.

- E. A violation of the GVWR and safe loading requirements of a tow truck may be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen front axle weight on the front axle when in tow.
- F. A violation of overcharging shall be cause for suspension. The period of the suspension shall be determined by the Area commander. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof to the CHP that reimbursement has been made to the aggrieved customer.
- G. A violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for suspension. The period of the suspension shall be determined by the Area commander. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of compliance with the BIT requirements.
 - 1) Any unsatisfactory rating shall be cause for suspension. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The period of the suspension shall be determined by the Area commander. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.
- H. Failure of the operator to comply with the inspection requirements of this Agreement will result in a suspension. The period of the suspension shall be determined by the Area commander. The suspension will remain in effect until the period of suspension is completed and the operator has complied with the inspection requirement.
- I. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement will immediately nullify the Agreement and is deemed to be a major violation of the Agreement.
 - 1) The operator will be subject to an additional suspension for failure to notify the CHP in advance of the insurance policy expiration or cancellation.

- J. Failure of the operator or employee to comply with Element 14, Demeanor and Conduct, and/or Element 15, Compliance with Law, may be cause for suspension if deemed appropriate by the Area commander.
- 1) Minor traffic violations may be considered minor violations of the Agreement.
 - 2) A tow truck driver, not under the immediate observation of the operator, while on-duty and driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the Area commander's discretion.
- K. If the operator is serving a suspension for one year or more, the operator shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with the equipment specifications contained in the Agreement at the time of reinstatement. Elements of this Agreement which are commonly referred to as "grandfather clauses" shall no longer apply to the operator who is suspended for one year or more.
- L. **Major Violations.** Violations of the terms and conditions of the Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.
- 1) When considering punitive action for a major violation of the TSA, an Area commander may take into consideration all major and minor violations that occurred within 36 months prior to the date of the current violation.
 - 2) Termination shall be invoked if, in the CHP's judgment, continued participation in the Rotation Tow Program by the affected tow operator may result in a hazard to public safety and/or welfare, or the operator has been convicted of a crime listed in Element 15C.
 - 3) In lieu of termination, the CHP may impose additional suspensions for longer periods, if deemed appropriate.

- M. **Minor Violations.** Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner.
- 1) 1st violation within a 12 month period – letter of written reprimand.
 - 2) 2nd violation within a 12 month period – 30-day suspension.
 - 3) 3rd violation within a 12 month period – 60- to 90-day suspension.
 - 4) 4th violation within a 12 month period – termination of the Agreement.
 - a) In lieu of a termination, the CHP may impose additional suspensions for longer periods, if deemed appropriate.
- N. Nothing herein shall be deemed to prohibit the CHP from immediately suspending any operator or employee whose conduct, in the opinion of the Area commander, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the CHP Tow Service Agreement.

18. HEARING/APPEAL

- A. In the event the CHP serves the operator with a written reprimand or suspension, the operator may request a hearing within seven calendar days by submitting a request in writing to the Area commander. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the Area commander or designee and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one representative (as defined in Attachment A) of a tow truck association or other qualified person. The operator shall be notified in writing of the decision of the Area commander, within ten business days of the date of the hearing.
- B. Following a hearing, if the operator is dissatisfied with the Area commander's decision, the operator may request an appeal (as defined in Attachment A) by submitting a request in writing to the CHP Division commander within seven calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Division commander or designee. The operator shall have the same rights as those provided at the Area level. The operator shall be notified in writing of the decision of the Division commander within ten business days of the date of the appeal. The Division commander's decision shall be subject to no further administrative appeal.

- C. A suspension shall not take effect until the hearing and appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of the CHP Tow Service Agreement. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CHP Area commander shall be final and the suspension shall take effect upon written notification to the operator by the Area commander.

19. MIDTERM REVIEW OF THE TERMS AND CONDITIONS OF THE AGREEMENT

- A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the majority of the operators within an Area, or the CHP. Examples of conditions may include, but not limited to:
 - 1) Substantial increase or decrease in business expenses.
 - 2) Advances in technology in the industry related to safety issues.
 - 3) Changes in law requiring the CHP or the operators to perform specific functions or operations in order to comply.
 - 4) Changes in the terms and conditions of the Agreement brought about as a result of recommendations from the Tow Service Agreement Advisory Committee and approved by the Commissioner (as defined in Attachment A), or the Commissioner's designee.
 - 5) Proposed changes to the terms and conditions agreed upon by the Area commander and the operators within an Area at the time that the Agreement was signed (e.g., response times).
- B. A midterm review of the terms and conditions of the Agreement in a particular Area may only be granted by the Commissioner.
 - 1) A request for a midterm review of the terms and conditions of the Agreement shall be communicated to the Area commander in writing, from a representative of the towing industry, not merely at the request of a single operator. The Area commander may also request a midterm review if it is in the best interests of the motoring public, the tow industry, and/or the Department. The Area commander will route all legitimate requests for

midterm review with all pertinent information, through channels, to the Office of the Commissioner.

- 2) Conditions indicating a need for midterm review must be substantial and must affect the entire towing industry or the CHP.
 - a) For purposes of this Agreement, the midterm review process is not intended to provide relief for a small number of operators who wish to increase their rates, or change any other term or condition of the Agreement, to compensate for financial problems brought about as a result of business decisions or conditions which affect a small percentage of the industry.
- 3) A request for review will not be processed if there are 60 days or less remaining in the term of the Agreement.

C. A midterm review, when granted by the Commissioner or designee, will not automatically authorize a change in the terms and conditions of the Agreement. If a midterm review is announced by the Commissioner, or designee, it is the responsibility of the affected Area commander to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

- 1) The Area commander, after completing the review of all pertinent issues, may authorize the operators to submit their proposed changes or may notify the operators of the changes to be implemented and direct them to comply with those changes. If, after evaluating all pertinent information, an Area commander authorizes or directs a change in the terms and conditions of the Agreement, or if a change is not justified, the Area commander shall notify the towing industry representative within 14 calendar days of the date of the Commissioner's announcement authorizing the midterm review.
 - a) Operators shall resubmit their proposed changes in writing to the Area commander within seven calendar days of the date that the Area commander announces the decision. Failure to resubmit a written proposal within the specified time may result in the operator forfeiting the ability to propose more equitable conditions or rates, or may be cause for disciplinary action or termination of the Agreement.

- (1) If the proposed change affects tow rates only, operators shall resubmit their proposed rates on a new application (CHP 234A). The new application shall contain only the information pertinent to the rate proposals. When received by the Area, the new application will be attached to the original application for the current term.
 - (2) The Area commander shall determine the reasonableness of the rate, based upon the average of the proposed rates submitted. An additional page with the new rates shall be signed and attached to the original.
- 2) In the event that the towing industry representatives are dissatisfied with the Area commander's decision regarding the midterm review, the towing industry, through its representatives, may request a hearing by submitting a request in writing to the Area commander within seven calendar days. If a hearing is requested, it shall be conducted by the Area commander, or designee, as soon as practicable. The number of representatives at the hearing shall be limited to a maximum of two. The representatives shall be entitled to present all relevant factors and circumstances in support of the industry's position. A designated representative shall be notified in writing of the decision of the Area commander within seven calendar days of the date of the hearing.
- 3) In the event that the towing industry representatives are dissatisfied with the Area commander's decision, the towing industry, through its representatives, may request an appeal by submitting a request in writing to the CHP Division commander within seven calendar days. If an appeal is requested, it shall be conducted by the Division commander or designee as soon as practicable. The number of representatives at the appeal shall be limited to a maximum of two. The representatives shall have the same rights as those provided at the Area level. A designated representative shall be notified in writing of the decision of the Division commander within seven calendar days of the date of the hearing.
- 4) In the event that the Area commander's decision is to direct the operators to resubmit rates which are more reasonable than the current rates, the new rate application process shall not be initiated until the hearing and appeal process is exhausted. If the towing industry, or its representatives, fail to request a hearing or appeal within the specified time, or fail to appear at a scheduled hearing or appeal, the decision of the Area commander shall be final and the new rate application process shall begin.

- 5) In the event that the Area commander's decision is to direct the operators to comply with a change to any other term or condition of the Agreement, e.g., change in response times, the new terms and conditions shall not be initiated until the hearing and appeal process is exhausted. If the towing industry, or its representatives, fail to request a hearing or appeal within the specified time, or fail to appear at a scheduled hearing or appeal, the decision of the Area commander shall be final and the new rate application process shall begin.

20. ADVERTISING

- A. The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CHP or the Department of Motor Vehicles.
 - 1) Examples include: "Official CHP Tow," "Approved by CHP," etc.
 - 2) This will not preclude the Area commander from implementing a system to mark and identify particular tow trucks as having passed the CHP inspection or as being assigned to specific tow districts within the Area.
- B. Any violation of this element is cause for suspension. At a minimum, the suspension should be for the duration of the advertisement.

21. CANCELLATION

- A. This Agreement may be canceled by either party without prejudice by giving written notice to the other party.

ATTACHMENT A

DEFINITIONS

APPEAL

The final level of review for written reprimands, suspensions, terminations, or review of an Area commander's decision regarding the midterm review process. An informal review conducted by the Division commander, or designee, at which an operator may present evidence or witnesses to show that an action taken by an Area commander was improper, or to mitigate the action taken.

AREA

Headquarters for a geographical area within a CHP Division.

AREA COMMANDER

The captain or lieutenant in charge of a CHP Area.

BASE SERVICES

Any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer.

CHP

The Department of the California Highway Patrol.

COMMISSIONER

The Commissioner of the California Highway Patrol.

DIVISION

Headquarters for a CHP geographical location within the State.

DIVISION COMMANDER

The Chief in charge of a CHP Division.

ENROLLMENT PERIOD

The period of time when a tow company may submit an application for inclusion on an Area's rotation tow list. The enrollment period may be continuous throughout the year, but must be at least once annually. The enrollment period will be open at least 30 days a year and is determined by the CHP.

INCIDENT COMMANDER

The uniformed CHP member present at the incident who has scene management responsibilities.

LOAD SALVAGE OPERATIONS

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will usually be limited to operations involving Class B, C, and D tow trucks.

MORAL TURPITUDE

Moral turpitude is an act or behavior that gravely violates moral sentiment or accepted moral standards of community. It is also the violation of private and social duties which man owes to his fellow man, or to society in general. It is an act that is contrary to accepted and customary rule of right and duty between man and man. Refer to Blacks Law Dictionary for case citation and complete definition.

NOTICE

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by US mail.

OPERATOR

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive CHP referred calls. The term "operator" refers to the company, its owners, and its managers who have authority to enter into an Agreement with the CHP for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

PARTY OF INTEREST

Refers to the registered owner of the vehicle, or the owner's agent. An agent is a party who may lawfully act on behalf of the registered or legal owner of the vehicle.

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment, 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed, 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this Agreement, "Portal to Portal" shall also mean "Portal to End of Service."

POSSESSION

Pursuant to Section 3068.1 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.

PUBLIC SAFETY RESPONSE

A response which results in a storage of a vehicle at the direction of an officer. This does not include a storage at the request of the vehicle operator, registered owner, or agent.

REPRESENTATIVE

A person or group of persons appointed by the operators within a CHP Area, designated to represent their interests to the specified commander.

RESPONSE TIME

The period of time from an operator's notification of a call, by a CHP Communications Center, to the arrival of the tow truck at the location requested.

RETAIL RATE

The usual customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

ROTATION TOW BUSINESS

A rotation tow business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner or agent to conduct the customer's business transactions during the CHP approved business hours. The business shall be conveniently located within the district that it serves, and available to the motoring public. This requirement may be waived or modified by the Area commander to meet the needs of the motoring public or the CHP.

SUSPENSION

Removal of an operator from the Area's rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION

Permanent removal of a tow operator from the Area's rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Department's Rotation Tow Program.

TOW TRUCK

A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel lift vehicles.

TOW DISTRICT

The geographical area in which an operator may receive CHP referred calls. The number, as well as boundaries of tow districts, will be determined solely by the Area commander in consideration of the needs of the CHP.

TOW SERVICE AGREEMENT

A document which sets forth the terms and conditions of an Agreement between the operator and the Area commander representing the CHP.

VEHICLE RECOVERY OPERATION

An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class B, C or D tow truck.

WAIVER OF REQUIREMENTS

Provides for temporary relief from selected terms and conditions of the Tow Service Agreement.

WRITTEN REPRIMAND

A written notice to an operator which specifies any violation of the Tow Service Agreement, orders corrective action, and warns of further action to be taken if corrective action is not taken.

ATTACHMENT B

Applicable California Vehicle Code and Civil Code Laws

Note: The laws which govern a tow operator's business and vehicle operations are included in, but not limited to, this Attachment. The list of laws included herein is intended as a general guide only. It is the tow operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to the operator's business operations; including those which are and are not listed in this document, both new statutes or ordinances subsequently adopted, as well as, amendments, repeals, or modifications of existing statutes and ordinances including but not limited to those described in this attachment.

1) **General**

- A. The operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code (CVC).
- B. The operator and/or the operator's agents who drive tow trucks shall be properly licensed in accordance with Section 12804.9 of the CVC.
 - 1) Commercial driver licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following table shows the correct license class and endorsement for the vehicle or cargo being transported:

Vehicle Type or Cargo	Class License	Endorsement Code
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	B, or C	H
Tank vehicle with hazardous materials	B, or C	X

- a) Tow truck drivers shall have the proper class of license and endorsements for the vehicle and cargo being transported, as shown above.
 - (1) Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the driver is required to possess the appropriate class of license and endorsement.
 - (2) Empty buses can be towed without the passenger transport endorsement but the tow truck driver must have the passenger transport endorsement if driving the bus, even without passengers.
 - b) Tow truck drivers may obtain a Class A driver license which is restricted to towing other vehicles.
 - (1) The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.
- 2) Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, and be in possession of a valid medical card.
- C. The operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) CVC.
- D. The operator shall comply with the provisions of Section 10854 CVC.
- E. The operator shall comply with the provisions of Section 12110 CVC.
- F. The operator shall comply with the provisions of Division 11, Chapter 9 CVC, relating to stopping, standing, or parking, and Chapter 10 CVC, relating to the removal and disposition of vehicles.
- G. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the CVC.
- H. Tow trucks towing disabled legal vehicles or legal combination of vehicles shall comply with the vehicle size and weight limitations contained in Division 15 of the CVC.
 - 1) Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the

California Department of Transportation (Caltrans) or local authorities with respect to highways under their respective jurisdictions.

- a) Caltrans issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:
 - (1) Disabled legal vehicles or legal combination of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.
 - (2) Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axles of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.
 - b) Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the Caltrans.
 - c) The driver of a tow truck operating under a transportation permit shall comply with all the terms and conditions of the permit.
- I. The operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.
 - J. The operator shall comply with Sections 182, 470, and 532 of the California Penal Code relating to fraud and conspiracy to commit fraud.

- K. The operator shall comply with the provisions of Sections 17200 and 17500 of the California Business and Professions Code relating to fraudulent or unfair business practices or false or misleading statements.

2. **California Vehicle Code Requirements Relating to Tow Trucks - Summarized**

- A. **Unlawful Advertising (25).** It is unlawful for any person to display any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of California Highway Patrol unless such person has lawful authority, permission, or right to make such display.
- B. **Tow Truck (615).** (a) A “tow truck” is a motor vehicle which has been altered or designed and equipped for and primarily used in the business of towing vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A “roll-back carrier” designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. “Tow truck” does not include an automobile dismantlers’ vehicle.

NOTE: A vehicle which is not primarily used in the business of towing vehicles nor used to render assistance to other vehicles is not a “tow truck” as defined above and need not comply with the requirements of the California Vehicle Code Sections cited in this attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on “tow trucks,” and is not entitled to special parking privileges under Section 22513.

- C. **Portable Dolly (4014).** Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration.
- D. **License Plates (5201).** (a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground.
- E. **Tow Service Unlawful Acts (12110).** (a) Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, “arranging” does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

F. **Stopping or Parking (22513).** Section 22513 prohibits a tow truck operator or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for services, or furnishing any towing services unless summoned to that accident scene or disabled vehicle, or flagged down by the owner or operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property, without the express written authorization of the vehicle's owner or operator, or a law enforcement officer or agency, when the vehicle has been left unattended or when there is an injury as a result of an accident

G. **Stopping on Freeway (21718).** (a) No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

(1) When necessary to avoid injury or damage to persons or property.

(2) When required by law or in obedience to a peace officer or official traffic control device.

(3) When any person actually engaged in maintenance or construction on freeway property or any employee of a public agency actually engaged in the performance of official duties.

(4) When Any vehicle is so disabled that it is impossible to avoid temporarily stopping and another vehicle has been summoned to render assistance to the disabled vehicle or driver of the disabled vehicle. This paragraph applies when the vehicle summoned to render assistance is a vehicle owned by the donor of free emergency assistance, that has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.

(5) Where stopping, standing or parking is specifically permitted; However, buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

(6) Where necessary for any person to report a traffic accident or other situation or incident to a peace officer or any person specified in subdivision (3), either directly or by means of an emergency telephone or similar device.

(7) When necessary for the purpose of rapid removal of impediments to traffic by the owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol.

(b) A conviction of a violation of this section is a conviction involving the safe operation of a motor vehicle upon the highway if a notice to appear for the violation was issued by a peace officer described in Section 830.1 or 830.2 of the Penal Code.

- H. **Towing or Storage Charges: Payment (22651.1).** Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.

- I. **Release of the Vehicle (22850.3).** (a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency.

- J. **Stoplamps, Taillamps, Reflectors (24600, 24603, 24607).** In addition to required lighting equipment, tow trucks may be equipped with additional stoplamps, taillamps, and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as

the rearmost portion of the driver's seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

- K. **Tow Trucks and Towed Vehicles (24605).** (a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, turn signal lamps, and a portable electric extension cord for use in displaying the lamps on the rear of the towed vehicle.
- (b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall by means of an extension cord display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the tow truck or the automobile dismantler's tow vehicle operator shall by means of an extension cord display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.
- (c) Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle. This subdivision shall not apply to drive away-tow away operations.
- L. **Utility Flood Lights (25110).** Tow trucks that are used to tow disabled vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, which project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway. Tow trucks may display such utility flood lights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.
- M. **Warning Lamps on Tow Trucks (25253).** Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. Tractor-trailer combinations are exempt from this requirement. Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when such tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or

garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

N. **Use of Flashing Amber Warning Light (25268).** No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

O. **Warning Devices on Disabled or Parked Vehicles (25300).** (a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor irrespective of width, shall be equipped with at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination. All reflectors shall be maintained in good working condition.

(b) When any such vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

(1) One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear thereof;

(2) One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle;

(3) One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

(4) If disablement of any such vehicle occurs within 500 feet of a curve, crest of a hill or other obstruction to view, the driver shall so place the reflector in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicles.

(5) If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

(c) When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: One at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of

the roadway and the vehicle, but in no event less than 2 feet to the left of the widest portion of the vehicle or load thereon.

(d) Until the reflectors required by this Section can be placed properly, the requirements of this Section may be complied with temporarily by either placing lighted red fusees in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously.

(e) The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

(f) Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway.

P. **Use of Fuses (25305).** (a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fuses, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

(b) It is unlawful to use any fusee which produces other than a red light.

Q. **Brakes (26453, 26454, 26458).** Disabled motor vehicles equipped with power brakes are exempt from the provisions of Vehicle Code Section 26458 which require a single control on the towing vehicle to operate the brakes on the towed vehicle. Such combinations must meet the stopping distance requirement of 50 feet from an initial speed of 20 miles per hour. The service brakes on the tow truck shall be adequate to control the movement of and stop and hold the combination of vehicles under all conditions and on any grade on which they are operated. Brakes are required to be maintained in good working order at all times.

R. **Broom, Shovel and Extinguisher (27700).** (a) Tow trucks shall be equipped with and carry all of the following:

(1) One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

(2) One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where the oil or grease has been deposited by the disabled vehicle.

(3) One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make such approval.

(b) A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code is exempt from this section.

- S. **Signs, Tow Trucks (27907).** There shall be displayed in a conspicuous place on both the right and left side of a tow truck or an automobile dismantler's tow vehicle used to tow vehicles a sign showing the name of the company or the owner or operator of the tow truck or the automobile dismantler's tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters of the sign shall be not less than 2 inches in height and the lettering shall be in contrast to the color of the background upon which they are placed.

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection between any tow service and the California Highway Patrol.

- T. **Safety Chains (29004).** (a)(1) Except as required under paragraph (2), every towed vehicle shall be coupled to the towing vehicle or tow truck by means of a safety chain, cable, or equivalent device in addition to the regular draw bar, tongue or other connection.

(2) Any vehicle towed by a tow truck shall be coupled to the tow truck by means of at least two safety chains in addition to the primary restraining system. The safety chains shall be securely affixed to the truck frame, bed, or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment.

(3) Any vehicle transported on a slide back carrier or conventional trailer shall be secured by at least four tie down chains, straps, or an equivalent device, independent of the winch or loading cable. This subdivision shall not apply to vehicle bodies that are being transported in compliance with Sections 1340 to 1344, inclusive of Title 13 of the California Code of Regulations.

(a) All safety connections and attachments shall be of sufficient strength to control the towed vehicle in event of failure of the regular hitch, coupling device, draw bar, tongue or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(b) No more slack shall be left in a safety chain, cable or equivalent device than is necessary to permit proper turning. When a draw bar is used as the towing connection, the safety chain, cable or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the draw bar from dropping to the ground if the draw bar falls.

(c) Subdivision (a) does not apply to a semi trailer having a connecting device composed of a fifth wheel and kingpin assembly, and it does not apply to a towed motor vehicle when steered by a person who holds a license for the type of vehicle being towed.

(d) For purposes of this section, a "tow truck" includes both of the following:

(e) A reposessor's tow vehicle, as defined in subdivision (b) of Section 615.

(f) An automobile dismantler's tow vehicle, as defined in subdivision (c) of subdivision (c) of section 615.

(g) Vehicles towed by a reposessor's tow vehicle, as defined in subdivision (b) of section 615, are exempt from the multiple safety chain requirement of paragraph (2) of subdivision (a) so long as the vehicle is not towed more than one mile from the point of repossession and is secured by one safety chain.

(h) This section shall become operative only if Senate Bill 378 of the 1999-2000 Regular Session is enacted and becomes operative and amends Section 615 of the California Vehicle Code.

ATTACHMENT C

1. GENERAL EQUIPMENT SPECIFICATIONS

- A. **Tow Truck and Car Carrier Classifications:** Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

<u>ATA and Manufacturer's Classifications</u>		<u>CHP Rotation Classifications</u>
Class	GVWR Range (Lbs.)	Tow Truck Class
1	10,000 — 14,000	(A)
2	14,001 — 16,000	(A)
3	16,001 — 19,500	(A)
4	19,501 — 26,000	(B)
5	26,001 — 33,000	(B)
6	33,001 or more.....	(C & D)

- B. **Equipment Limitations:** All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

Towing Limitations:

- 1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).
 - 2) The truck must meet all applicable state and/or federal standards.
 - 3) The front axle load must be at least 50% of its normal or unladen weight when in tow.
 - 4) Any violation of this element may be cause for suspension.
- C. **Identification Labels:** Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- D. **Recovery Equipment Rating:** The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

- 1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.
 - 2) Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating (SAE) Handbook, SAE J706.
 - 3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.
- E. **Safety Chains:** Safety chains shall be rated at no less than the rating specified by the OEM.
- 1) All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot disengage while in transit.
- F. **Control/Safety Labels:** All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.
- G. **Signs:** All tow trucks shall display signs on both sides containing the operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 VC.
- H. **Wire Rope (Cable):** Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use by the CHP. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, chinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

2. MINIMUM EQUIPMENT SPECIFICATIONS

A. Class A Tow Truck

- 1) 10,000 pound GVWR chassis.
- 2) 4-ton recovery equipment rating.
- 3) Hydraulic or mechanical winches.

- 4) 100' of 3/8" 6 x 19 cable or original equipment manufacturer's (OEM) specifications.
- 5) Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
- 6) Safety chains, 5/16" alloy or OEM specifications.
- 7) Tow sling rating 3,000 pounds.
- 8) Wheel lift safety straps or equivalent mechanical device.
- 9) All required wheel safety straps, and equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
- 10) Tow dolly.
- 11) One 3-ton snatch block.
- 12) Wheel lift rating: retracted 3,000 pounds, 85" extension *3,000 pounds.

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

B. Class A Car Carrier - One Car

- 1) 10,000 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50' of 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
- 6) All required tie-down straps and safety chains shall be used as required during towing operations.

C. Class A Car Carrier - Two Cars

- 1) 16,001 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.

- 3) 50' of 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.
- 6) All required tie-down straps and safety chains shall be used during towing operations.

D. Class B Tow Truck

- 1) 19,501 pound GVWR chassis.
- 2) Air brakes (or hydraulic w/air hookup package if "grandfather" clause applies.)
- 3) 14-ton recovery equipment rating.
- 4) Hydraulic or mechanical winches.
- 5) 150' of 7/16" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 1/2" alloy or OEM specifications.
- 7) Safety chains, 1/2" alloy or OEM specifications.
- 8) Tow bar rating 7,000 pounds.
- 9) Tow sling rating 3000 pounds (optional).
- 10) Two 8-ton snatch blocks.
- 11) Wheel lift safety straps or equivalent mechanical device.
- 12) All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
- 13) Wheel lift or under lift rating retracted 10,000 pounds, 85" extension * 8,000 pounds.

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar or from the center line of the rear axle to the center of the lift forks.

E. Class B Car Carrier

- 1) 19,501 pound GVWR chassis.
- 2) Hydraulic or mechanical winch.
- 3) 50' of 3/8" 6 x 19 cable or OEM specifications.
- 4) J/T hook loading bridle/chains.
- 5) Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.
- 6) All required tie-down straps and safety chains shall be used during towing operations.

F. Class C Tow Truck

- 1) 33,000 pound GVWR chassis.
- 2) Air brakes w/air hookup package.
- 3) 25-ton recovery equipment rating.
- 4) Hydraulic or mechanical winch.
- 5) 200' of 5/8" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 5/8" alloy or OEM specifications.
- 7) Safety chains, 5/8" alloy or OEM specifications.
- 8) Tow Bar rating 12,000 pounds.
- 9) Two 12-ton snatch blocks.
- 10) Under lift rating: retracted 25,000 pounds, 100" extension * 12,000 pounds.

* Measured from the center line of the rear axle to the center of the lift forks.

G. Class D Tow Truck

- 1) 50,000 pound GVWR chassis.
- 2) Air brakes w/air hookup package.
- 3) 30-ton recovery equipment rating.
- 4) Hydraulic or mechanical winches.
- 5) 250' of 3/4" 6 x 19 cable or OEM specifications.
- 6) Tow chains, 5/8" alloy or OEM specifications.
- 7) Safety chains, 5/8" alloy or OEM specifications.
- 8) Tow Bar rating 20,000 pounds.
- 9) Two 12-ton snatch blocks.
- 10) Under lift rating: retracted 32,000 pounds, 100" extension * 16,000 pounds.

* Measured from the center line of the rear axle to the center of the lift forks.
- 11) Tow trucks used exclusively for salvage and recovery operations are not required to possess safety chains, tow bars and/or underlifts.

3. REQUIRED EQUIPMENT

A. All Classes

- 1) Extension - brake and tail lamps.
- 2) Fire extinguisher (Approved 4-B, C rating or better).
- 3) Flashlight.
- 4) Broom.
- 5) Shovel.
- 6) Wrecking bar (large pry bar).

- 7) Reflective triangles.
- 8) Equivalent of six 30-minute flares.
- 9) Covered trash can with absorbent.
- 10) Shop rags and/or paper towels.
- 11) Shop to truck communications (C/B and cellular phones excluded).

B. Class A

- 1) One 3-ton rated snatch block.
- 2) Tow sling - J/T hook tow chain assembly, 4"x4"x48" and 4"x4"x60" wooden crossbeams, a pair of spacer blocks, adequate steering wheel securement device, a towing dolly, and safety chains.
- 3) Wheel lift - Wheel safety straps or equivalent mechanical device, adequate steering wheel securement device, towing dolly, and safety chains.
- 4) Car carrier - J/T hook loading bridle, 4"x4"x48" and 4"x4"x60" wooden crossbeams, a pair of spacer blocks, and two pairs of safety chains.

C. Class B

- 1) Tow sling - J/T hook tow chain assembly, 4"x4"x48" and 4"x4"x60" wooden crossbeams, a pair of spacer blocks, adequate steering wheel securement device, and safety chains.
- 2) Wheel lift - Wheel safety straps or equivalent mechanical device, adequate steering wheel securement device, and safety chains.
- 3) Truck hitch - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle, and safety chains.
- 4) Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
- 5) Two 8-ton rated snatch blocks.
- 6) Axle covers/caps.
- 7) Air hoses and necessary fittings to provide air to the towed vehicle.

D. Classes C and D

- 1) **Tow Bar** - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams, and safety chains.
- 2) **Truck hitch** - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle, and safety chains.
- 3) **Under lift** - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
- 4) Adequate steering wheel securement device.
- 5) Two 12-ton rated snatch blocks.
- 6) Axle covers/caps.
- 7) Air hoses and necessary fittings to provide air to the towed vehicle.
- 8) Pintle Hook.

*Class D tow trucks used exclusively for salvage and recovery are not required to possess towing related equipment.

E. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

- 1) Adequate emergency supply of fuel in an approved container (Classes A and B only).
- 2) Booster battery or hot box starting system.
- 3) Hydraulic jack capable of handling passenger cars and light trucks.
- 4) Metric and standard lug wrenches.
- 5) Rubber mallet/hub cap tool.
- 6) Lockout tools (Classes A and B only).
- 7) Motorcycle straps (Class A only).
- 8) Sledge hammer.
- 9) Tool kit may include:

- a) Assorted open end wrenches; standard, 1/4" - 7/8" and metric, 6-19 mm.
- b) Assorted screwdrivers; straight blade and phillips.
- c) Crescent wrench.
- d) Ball peen hammer.
- e) Pliers.
- f) Battery and terminal cleaning tools.
- g) Mechanic's wire.
- h) Plastic electrical tape/duct tape.
- i) Tire valve core tool.
- j) Miscellaneous fuses.
- k) Small pry bar.
- l) Socket Sets: 1/4" - 1" and 6-19 mm.
- m) Ratchet and extensions.

ATTACHMENT D

Applicant's Instructions for Completing the CHP 234A AND CHP 234B

1. GENERAL INFORMATION

- A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. ***Please be sure to sign and date the application form as indicated.*** You should thoroughly read and understand the Tow Service Agreement prior to submitting your application. After completing the application form (CHP 234A) and all CHP 234Fs (Tow Operator/Driver Information Sheet), return the entire package, along with the certificate of insurance as specified in Element 9 of the Tow Service Agreement, to the local CHP Area for approval. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled.
- B. All Tow Service Agreement applications submitted through the mail shall be sent by certified mail, with return receipt requested. The return receipt shall be presented to the CHP as proof that the application was mailed to the CHP prior to the close of the open enrollment period.
- C. Upon final approval, Operator Approval form (following Attachment D), and the CHP 234C (Tow District Description) will be added to the TSA. Upon receipt of these documents, you should sign and date the Operator Approval form and return the original to the local CHP Area.

2. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION

- A. Application for Rotation Tow Listing (CHP 234A)
 - 1) Completely fill out and sign the CHP 234A. All information on the CHP 234A must be complete. *Incomplete applications will not be accepted.* Any misrepresentation on the application will be grounds for criminal and/or disciplinary action.
- B. Tow Operator/Driver Information Sheet (CHP 234F)
 - 1) The CHP 234F shall be completed by all tow operators and tow drivers during the Area's open enrollment period, or at anytime a tow company makes application to the Department for inclusion in the Rotation Tow Program. If a tow operator refuses to complete and/or sign the form, the tow company shall not be allowed to participate in the program. If tow drivers refuse to complete and/or sign the form, they shall not be allowed to respond to CHP rotation calls. Additionally, every tow driver hired after

a tow company has received approval to participate in the program shall complete and sign the CHP 234F within seven calendar days of the date of hire.

C. Rotation Tow List - Tow Truck Inspection Guide (CHP 234B)

- 1) Upon preliminary approval, the local Area will provide you with a CHP 234B, Tow Truck Inspection Guide, for each tow truck.
- 2) You should complete the top section of the CHP 234B (Tow Truck Inspection Guide) with company and vehicle information prior to the scheduled inspection date.
- 3) The following instructions will assist you in preparing this section of the form:
 - a) Company name as it shows on application.
 - b) Year vehicle manufactured.
 - c) Make of vehicle.
 - d) Model of vehicle.
 - e) License number.
 - f) Vehicle identification number.
 - g) Gross vehicle weight rating as rated by the manufacturer.
 - h) Check the appropriate equipment type.

OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all the provisions. I further agree to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this agreement (1999 Revised TSA) will become effective

_____ through _____.
Beginning date Ending date

Operator Approval		
Signature	Typed Name	
Company	Title	Date
Business Address		Phone Number

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